

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS
FOR THE DEPARTMENT OF VETERANS AFFAIRS

Robert L. Anschutz,
Petitioner
v.
Special School District No. 1, Minneapolis,
Respondent.

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

The hearing in this matter was held before Administrative Law Judge Richard C. Luis on June 28, 2006, at the Office of Administrative Hearings, 100 Washington Avenue South, Suite 1700, Minneapolis, Minnesota 55401. The hearing was held pursuant to a Notice of Petition and Order for Hearing, signed by Clark Dyrud, Commissioner of Veterans Affairs, dated May 1, 2006. The parties filed post hearing memoranda. The last submission was received on August 4, 2006, when the hearing record closed.

Gayle Gaumer, Wilson Law Firm, 5209 Lochloy Drive, Edina, Minnesota 55436, appeared on behalf of Robert Anschutz (Petitioner). Patricia A. Maloney and Isaac Kaufman, Ratwik, Roszak & Maloney, P.A., 300 U.S. Trust Building, 730 Second Avenue South, Minneapolis, MN 55402, appeared on behalf of Minneapolis Public Schools (Respondent or School District).

STATEMENT OF ISSUE

Has the Petitioner's right to a veteran's preference hearing been denied?

The Administrative Law Judge concludes that the Petitioner's veteran's preference rights have been denied.

Based upon all of the proceedings herein, the Administrative Law Judge makes the following:

FINDINGS OF FACT

1. The Petitioner served in the United States Marine Corps from December 1976 to November 1978. He is an honorably discharged veteran.¹

2. The Petitioner was employed by the School District in the classification of "Electrician" on July 12, 1994.² He was one of a number of Building Trade employees hired to work as electricians, carpenters and in other classifications, through their respective union hiring halls. The District has filled various positions by contacting union hiring halls, which maintain lists of union members seeking work.³

3. The District has a long-term collective bargaining relationship with the Minneapolis Building and Construction Trades Council (Council) which includes the International Brotherhood of Electrical Workers, Local 292.

4. The hiring hall Agreement between the District and the Council provides, in relevant part:

Employment status. The parties hereto expressly agree that individuals hired pursuant to this Agreement are "at will" in that they are hired at the complete discretion of the District and will be employed by the District solely on a temporary basis, notwithstanding the ultimate length of employment. Accordingly, except as specifically set forth herein, all the provisions of the collective bargaining agreement between the District and the Union are inapplicable; however, the provisions of the Veterans Preference Act shall apply.⁴

5. Mr. Anschutz worked from July 12, 1994 until he was released on October 29, 2005.⁵ At the time Mr. Anschutz was released, the District and the Electrical Workers were functioning under the Agreement that began on May 1, 2005 and was due to expire on April 30, 2008.⁶

6. Mr. Anschutz has not been recalled since his layoff.⁷ The last day he was paid was October 29, 2005.⁸ The notice of layoff provided to Mr. Anschutz makes no reference to Mr. Anschutz's veteran's status, nor does it refer to the Veterans Preference Act. Mr. Anschutz has not received a Veterans Preference hearing.

¹ Ex. 1 to the Notice of Petition and Order for Hearing.

² Ex. 9.

³ Testimony of Grant Lindberg.

⁴ *Id.* A similar provision was in prior Minneapolis Public Schools Labor Relations Contracts.

⁵ Ex. 6.

⁶ Ex. 16, Minneapolis Public Schools, Labor Relations/Contract Administration, effective May 1, 2005, through April 30, 2008.

⁷ Testimony of G. Lindberg.

⁸ Ex. 9.

7. The District determined that it had too many electricians and reduced the workforce by one position, from five to four positions. The District continues to employ electricians performing the duties Mr. Anschutz performed. These employees have less seniority than Mr. Anschutz.⁹

8. On April 20, 2006, Mr. Anschutz filed a petition with the Department of Veterans Affairs protesting his layoff.¹⁰

9. Notice of Petition and Order for Hearing were served on the District by the Commissioner by mail on May 1, 2006, setting the hearing for June 28, 2006.¹¹

10. The terms and conditions of employment for construction trades employees of the District are included in collective bargaining agreements. Persons in the electrician series of positions are covered by the collective bargaining agreement between the District and Minneapolis Building and Trades Council, which includes Local 292 of the International Brotherhood of Electrical Workers.¹²

11. In a series of special legislative enactments, beginning in 1988, the Minnesota Legislature has authorized the District to use the hiring hall process.¹³

12. Neither the laws enacted by the Legislature that authorize the District to use the hiring hall process nor the Agreement between the District and the Union abrogate the job protections employees are entitled to under the Veterans Preference Act.

Based on the Findings of Fact, the Administrative Law Judge makes the following:

CONCLUSIONS

1. The Administrative Law Judge and the Commissioner of Veterans Affairs have jurisdiction to consider this matter under the Veterans Preference Act.¹⁴

2. The Department of Veterans Affairs gave proper notice of this hearing and has complied with all relevant procedural requirements.

3. Petitioner is an honorably discharged veteran within the meaning of the Minnesota Veterans Preference Act (VPA). The Petitioner timely filed a

⁹ Ex. 6.

¹⁰ Attachment to Notice of Petition and Order for Hearing.

¹¹ Notice of Petition and Order for Hearing.

¹² Ex. 16.

¹³ Laws 1988, ch. 471; Laws 1994, ch. 450; Laws 1996, ch. 276; Laws 1999, ch. 15.

¹⁴ Minn. Stat. §§ 14.50, 197.46, 197.481.

Petition for Relief with the Commissioner of Veterans Affairs pursuant to Minn. Stat. § 197.481.¹⁵

4. The School District is a political subdivision of the state within the meaning of Minn. Stat. § 197.46, and its personnel practices are subject to the provisions of the Act. The School District has the burden of showing that the Petitioner's position was eliminated in good faith.¹⁶ The Petitioner's position was eliminated as part of a reduction of electricians to save money and to reflect a change in the workload. The District retained four employees less senior than Petitioner.

5. The special legislation cited by the District does not abrogate the VPA.¹⁷

6. The District has not demonstrated by a preponderance of the evidence that it acted in good faith in abolishing Petitioner's position, for the reasons set forth in the Memorandum below.

7. While the VPA generally does not apply in cases of temporary or occasional employment,¹⁸ that exception to the VPA is inapplicable here because the Agreement between the District and the Council provides that the provisions of the Veterans Preference Act shall apply. In addition, the Petitioner was employed continuously for twelve years and there was no fixed end date for his employment, so his employment was neither temporary nor occasional for purposes of the VPA.¹⁹

8. The language in the Agreement that individuals are employed "on a temporary basis, notwithstanding the ultimate length of employment" does not eliminate or affect the right of Mr. Anschutz to a veteran's preference hearing prior to his removal.

9. An employer is required to give proper notice of rights under the Veterans Preference Act to a veteran.²⁰

10. A veteran is entitled to a continuation of pay until properly discharged in accordance with the Veterans Preference Act.²¹ Until notice of veteran's preference rights is given, a veteran has not been properly discharged in accordance with the Act.

¹⁵ Unless otherwise specified, all references to Minnesota Statutes are to the 2005 edition, and all references to Minnesota Rules are to the 2005 edition.

¹⁶ See *Young v. City of Duluth*, 386 N.W.2d 732, 738 (Minn. 1986); *State ex rel. Boyd v. Matson*, 155 Minn. 137, 141-42, 193 N.W. 30, 32 (1923). See also, Op. Att'y Gen. 85b, December 21, 1959.

¹⁷ Laws 1988, ch. 471; Laws 1994, ch. 450; Laws 1996, ch. 276; Laws 1999, ch. 15.

¹⁸ *Crnkovich v Independent School District No. 701*, 142 N.W. 2d 284 (Minn. 1966).

¹⁹ *Id.*

²⁰ *Young v. City of Duluth*, 386 N.W.2d 732, 738 (Minn. 1986)

²¹ *Pawelk v. Camden Township*, 415 N.W.2d 47, 51 (Minn. Ct. App. 1987).

11. The District has not complied with its obligations under the Veterans Preference Act.

12. Mr. Anschutz is entitled to reinstatement to the position of electrician and to back pay beginning on October 29, 2005, and continuing until the District has met all of the statutory requirements of the Veterans Preference Act, including offering him the opportunity for a hearing to determine whether his removal was for "cause."

Based on the Conclusions, and for the reasons set forth in the accompanying Memorandum, the Administrative Law Judge makes the following:

RECOMMENDATION

1. That the Commissioner reinstate the Petitioner, Robert L. Anschutz to his former position of electrician with the Minneapolis Public Schools effective October 28, 2005;

2. That the Commissioner award back pay to Mr. Anschutz from October 28, 2005, through the date of his reinstatement, together with interest thereon at the rate prescribed by law from the time that each paycheck was due;

3. That the Commissioner direct the District to continue paying Mr. Anschutz as an electrician, at the rate prescribed by the applicable bargaining agreement, until the District has met all the statutory requirements of the Veterans Preference Act, including notice of a right to a hearing.

Dated this 31st day of August, 2006

_____/s/_____
RICHARD C. LUIS
Administrative Law Judge

Reported: Tape-recorded (One tape)

NOTICE

This Report is a recommendation, not a final decision. The Commissioner of the Department of Veterans Affairs will make the final decision after reviewing the administrative record. The Commissioner may adopt, reject or modify these Findings of Fact, Conclusions and Recommendation. The Commissioner may not make his final decision until after the parties have had access to this report for at least ten days. The parties may file exceptions to this Report and the Commissioner must consider the exceptions in making a final decision. Parties

should contact the office of Clark Dyrud, Commissioner, Minnesota Department of Veterans Affairs, Veterans Service Building, Saint Paul, MN 55155-2079, to find out how to file exceptions or present argument.

If the Commissioner fails to issue a final decision within 90 days of the close of the record, this report will constitute the final agency decision under Minn. Stat. § 14.62, subd. 2a. The record closes upon the filing of exceptions to the report and the presentation of argument to the Commissioner, or upon the expiration of the deadline for doing so. The Commissioner must notify the parties and the Administrative Law Judge of the date on which the record closes.

The Commissioner of Veterans Affairs is required to serve his final decision upon each party and the Administrative Law Judge by first class mail.²²

MEMORANDUM

The Petitioner contends that the School District could not eliminate his position as electrician without giving him the opportunity for a veterans preference hearing to contest the action. The School District contends that the Legislature has made the Veterans Preference Act (VPA) inapplicable to hiring hall agreement employees. The District further asserts that even if the VPA applies, Petitioner's position was eliminated in good faith and therefore he is not entitled to a hearing or other relief pursuant to the VPA.

The special legislation does not supersede the VPA

The District contends that a series of special legislative enactments, beginning in 1988, abrogated the application of the VPA to employees hired through the hiring hall process. The District argues that special legislation, particularly Laws 1988, chapter 471, section 3, demonstrates that the Legislature specifically and affirmatively intended that the VPA would not apply to employees hired under a hiring hall agreement. Petitioner responds that the special legislation did not supersede the VPA.

Since 1907, Minnesota veterans have been afforded a preference, by law, in public employment.²³ A veteran, once appointed, may not be discharged from a government position "except for incompetency or misconduct shown after a hearing, upon due notice, upon stated charges, in writing."²⁴ A public employer is not required to continue a job simply to benefit a veteran; rather if the job is continued, the veteran is entitled to keep it.²⁵ If the job is abolished for no good

²² Minn. Stat. § 14.62, subd. 1.

²³ See Act of April 19, 1907, ch. 263, §§ 1, 2, 1907 Minn. Laws 355.

²⁴ Minn. Stat. § 197.46.

²⁵ *State ex rel Boyd v. Matson*, 155 Minn. 137, 141-42, 193 N.W. 30, 32 (1923).

reason but simply to get rid of the veteran, the law requires the veteran's reinstatement.

The VPA provides that if the Legislature wishes to abrogate the application of the VPA, it must expressly state its intention in subsequent legislation.

No provision of any subsequent act relating to any such appointment, employment, promotion, or removal shall be construed as inconsistent herewith or with any provision of sections 197.455 and 197.46 unless and except only so far as expressly provided in such subsequent act that the provisions of these sections shall not be applicable or shall be superseded, modified, amended, or repealed. Every city charter provision hereafter adopted which is inconsistent herewith or with any provision of these sections shall be void to the extent of such inconsistency.²⁶

In 1988 the Legislature authorized the City of Minneapolis to negotiate hiring hall agreements with certain skilled trade and craft labor organizations concerning temporary, at-will employment.²⁷ Electricians were included in the list of skilled trades. The 1988 law specifically provided that persons hired under such agreements were not subject to: (1) the provisions of Minnesota Statutes, chapter 44, chapter 19 of the city charter or to civil service rules and regulations; (2) public employee pension benefits under Minnesota Statutes, chapter 333 or any other laws providing for pension benefits unless the person was otherwise vested; and (3) at-will employees released from a position were not entitled to review under Minnesota Statutes 179A.20, subd. 4, or 179A.25.²⁸ Section 3 of Laws 1988, chapter 471 reads:

Sec. 3 Inconsistent Law Superseded. Sections 1 and 2 supersede any inconsistent provisions of the Minneapolis city charter or other law or rule.

In 1994, the Legislature extended authority to negotiate hiring hall agreements with certain labor organizations to the District.²⁹ In 1996, the Legislature again amended the law, adding two more skilled trades.³⁰ Finally, in

²⁶ Minn. Stat. § 197.48.

²⁷ Ex. 1; Laws 1988, ch. 471.

²⁸ Exs. 1 and 2.

²⁹ Ex. 2; Laws 1994, ch. 450.

³⁰ Ex. 3; Laws 1996, ch. 276.

1999, the Legislature amended the hiring hall process to permit deferred compensation plans.³¹

Prior to 1976, the Minnesota Supreme Court had held exclusion from the VPA could occur simply by the adoption of a subsequent inconsistent law.³² In 1976, the Court restricted *Stubben* to its unique facts and held that exclusion from the VPA had to be explicitly stated in any subsequent legislation. In *State ex rel Caffrey v Metropolitan Airports Commission*,³³ the Court held that statutory language that MAC employees are “removable at the pleasure of” the commission was not sufficient to show that the Legislature intended to repeal or supersede the veterans preference rights granted to MAC employees. The Court stated that consistent with the VPA’s “express (abrogation) provision”, any subsequent legislation had to explicitly state that the VPA would not apply.³⁴ To the extent that *Stubben* held that the VPA can be superseded by merely enacting subsequent inconsistent law without a specific reference to the VPA, *Caffrey* had overruled *Stubben*.

Following *Caffrey*, the Minnesota Court of Appeals considered the application of the VPA in *Schoen v County of St. Louis*.³⁵ In that case, the Legislature passed an act establishing St. Louis County’s civil service system in 1941. That act provided:

All acts and parts of acts inconsistent with sections 383C.03 to 383C.059 are hereby repealed to the extent necessary to give effect to the provisions of sections 383C.03 to 383C.059, *any provision of Laws 1931, chapter 347 to the contrary notwithstanding*.³⁶
[Emphasis supplied.]

Unlike the special legislation cited by the District in this case, the statute that created the St. Louis County civil service system specifically stated that its provisions prevailed over any contrary provision of the VPA. It was because of this that the Minnesota Court of Appeals concluded “that the legislature was aware of the conflict with the veterans preference law and chose to supersede the hearing requirement when an employee was discharged from a probationary position.”³⁷

The Court of Appeals again considered the issue of whether a subsequent statute exempted a public employer from the VPA in *Anderson v.*

³¹ Ex. 4; Laws 1999, ch. 15.

³² *State ex rel Stubben v. Board of County Commrs.*, 273 Minn. 361, 141 N.W.2d 499 (1966).

³³ 310 Minn. 480, 485, 246 N.W.2d 637, 640 (1976).

³⁴ *Id.*

³⁵ 448 N.W.2d 112 (Minn. App. 1989).

³⁶ The emphasized provision is a specific reference to the Veterans Preference Act, as the Legislature enacted it in 1941.

³⁷ *Schoen*, 418 N.W.2d at 115.

City of Minneapolis.³⁸ While some portions of the Disability Act expressly excluded the application of the VPA, the particular statutory provision at issue in *Anderson* did not. The Court observed:

The Disability Act was enacted subsequent to the VPA. See 1973 Minn. Laws ch. 133 § 18; 1907 Minn. Laws ch. 263, § 2. Moreover, the Disability Act expressly excludes the VPA's application only in particular sections; section 422A.18 is not one of those sections. The legislature chose not to exclude the VPA in section 422A.18.³⁹

The Court also noted that other portions of the Disability Act explicitly excluded the VPA. “ Minn. Stat. § 422A.11, subd. 1 (1982) and Minn. Stat. § 411A.13, subd. 2 (1982) expressly exclude the VPA from their application.”⁴⁰ The District contends that a series of legislative enactments, beginning in 1988, created abrogated the application of the VPA to hiring hall employees of the District.

When the Legislature enacted the legislation related to the Minneapolis Public Schools it included the following provision in that legislation:

Subd. 4. Status of Persons Hired. In connection with services performed for [Minneapolis Special School District No. 1] under the agreements, persons hired under the agreements are:

- (1) not subject to the provision of Minnesota Statutes, chapter 44, chapter 19 of the Minneapolis city charter or the civil service rules and regulations adopted under chapter 19;

³⁸ 493 N.W.2d 156 (Minn. App. 1992) *rev'd on other grounds*, 503 N.W.2d 780 (Minn. 1993).

³⁹ *Anderson*, 493 N.W.2d at 158.

⁴⁰ *Anderson*, 493 N.W.2d, f.n.1. Minn. Stat. §, subd. 1 (1982 and 2005) reads:

Service credit. Any employee who engages in or has engaged in active service in time of war or other emergency declared by proper authority, in any of the military or naval forces of the state or of the United States, and returns to the employment of the city within 90 days following release from military or naval service, shall receive credit for the period of military service as provided in this section as though actually employed by the city, provided the employee was a member of the contributing class of the retirement fund at the time of entrance into military service, or was a member of the exempt class at the time of entrance into military service prior to December 31, 1945, or qualifies as a member of the exempt class as specified in section 422A.09, subdivision 3, clause (5), *notwithstanding the provisions of the Veterans Preference Act or any other law, rule or bylaw providing for credit for military service for pension purposes*. Employees on leave of absence or layoff at time of entrance into military service as herein provided shall be considered employees for the purpose of this chapter. Credit shall be granted for military service rendered, provided that credit for military service shall not exceed six calendar years. [Emphasis added]

- (2) not public employees entitled to pension benefits under Minnesota Statutes, chapter 353, or other state law providing pension benefits for public employees, except to the extent they may otherwise be vested; and
- (3) at will employees of the [District] who may be released from their positions pursuant to the terms of the applicable collective bargaining agreement and are not entitled to review of those discretionary decisions under the provisions of Minnesota Statutes, section 179A.20, subdivision 4; or 179A.25.

The language in the special legislation cited by the District does not expressly provide for abrogation of the VPA. If the Legislature intended that the VPA would not apply to hiring hall agreements created pursuant to the special legislation it would have said so explicitly.

The conclusion that the VPA is not abrogated is supported by the special legislation itself. The legislation exempts hiring hall agreements from a number of statutes. The VPA is not included in the list of exempted statutes.

Laws 1988, chapter 471, section 1 and Laws 1994, chapter 450, section 1 exempt hiring hall agreements from the provisions of Chapter 44, the Municipal Civil Service Act. Chapter 44 expressly provides that it does not abrogate the VPA.

Effect of this chapter on veterans preference law.
This chapter does not exclude or modify the application of sections 197.455 and 197.46.⁴¹

There is nothing in the civil service rules and regulations adopted under Chapter 19 of the Minneapolis City Charter that would support the abrogation of the VPA.⁴²

The special legislation also exempts hiring hall employees from the public pension law.⁴³ Nothing in Chapter 353 indicates that the Legislature intended that the pension laws would abrogate or supersede the VPA.

The special legislation exempts hiring hall employees from two statutory provisions of the Public Employees Labor Relations Act (PELRA).⁴⁴ When it authorized hiring hall agreements, the Legislature excluded at-will employees from the review process provided in Minn. Stat. §§ 179A.20, subd. 4 and

⁴¹ Minn. Stat. § 44.14.

⁴² Ex. 1; Laws 1988, ch. 471, sec. 1, subd. 4(1); Ex. 2; Laws 1994, ch. 450, sec. 1, subd. 4 (1).

⁴³ Ex. 1; Laws 1988, ch. 471, sec. 1, subd. 4(2); Ex. 2; Laws 1994, ch. 450, sec. 1, subd. 4 (2).

⁴⁴ Ex. 1; Laws 1988, ch. 471, sec. 1, subd. 4(3); Ex. 2; Laws 1994, ch. 450, sec. 1, subd. 4 (3).

179A.25.⁴⁵ Neither of these statutes indicates that the Legislature intended to abrogate the VPA when it exempted provisions of the PELRA.⁴⁶

The VPA and appellate decisions construing the application of the VPA require any subsequent legislation to expressly exclude the VPA if the Legislature wants to abrogate the VPA. The ALJ concludes that because the special legislation cited by the District did not make such an exclusion, the Petitioner retains his rights under the VPA.

The hiring hall agreement reference to the VPA

The hiring hall agreement specifically states that the provisions of the VPA shall apply.⁴⁷ The District argues that the reference to the VPA in the hiring hall agreement is meaningless because the VPA was abrogated by the special legislation. As discussed above, the special legislation did not abrogate the VPA.

The District argues also that the hiring hall agreement's reference to the VPA is meaningless because employees hired through this process are temporary, at-will employees, thus exempt from the VPA. Each of these assertions is discussed below.

The temporary employment exception to the VPA is inapplicable

The VPA does not apply to temporary or occasional employment. In *Crnkovich v Independent School District No. 701*, the Minnesota Supreme Court considered the claim of a veteran who had worked for the district for several years as a seasonal carpenter paid an hourly wage.⁴⁸ The Court described Crnkovich's employment as employment on a seasonal basis for several consecutive years. "The record of plaintiff's workdays also indicates the sporadic, intermittent, and temporary nature of plaintiff's employment."⁴⁹ The Court found that the VPA did not apply to such intermittent and temporary employment.

Temporary or sporadic employment is easy to identify. It is employment for a fixed or occasional period. If, for example, an employee is hired to work for three months or for some other specified period of time, the employee's termination at the end of that period does not constitute a removal for purposes of the VPA. The evidence is undisputed that the Petitioner was continuously employed for twelve years. There was no fixed end date for his employment.

⁴⁵ *Id.*

⁴⁶ The Minnesota Court of Appeals, in an unpublished opinion, considering other statutory provisions of the PELRA, has held that the PELRA did not supersede the VPA. *Behnke, Indep. Sch. Dist. No. 233*, 1996 Minn. App. LEXIS 1138 (Minn. Ct. App. Oct. 1, 1996).

⁴⁷ See Finding of Fact No. 6.

⁴⁸ 142 N.W.2d 284 (Minn. 1966).

⁴⁹ *Crnkovich*, 142 N.W. at 287.

For these reasons, the temporary or sporadic employment exception to the VPA is inapplicable.

At-will employment is not inconsistent with the VPA

The District argues that the special legislation created an “at-will” employment relationship that is inherently inconsistent with the VPA. This argument was rejected by the Minnesota Supreme Court in *Caffrey*.⁵⁰ In *Caffrey*, the statute governing the public employer, the Metropolitan Airport Commission, provided that the commission could remove employees “at the pleasure” of the commission. The Court held that “the statutory language that MAC employees are employees that are ‘removable at the pleasure of’ the commission was not intended to repeal or supersede veterans preference rights granted to MAC employees.”⁵¹ Accordingly, at-will employment status is not inherently inconsistent with the application of the VPA.

The Good Faith Exemption

The VPA does not prevent discharge of an employee if the position is abolished in good faith for a legitimate purpose.⁵² The District argues that Petitioner was discharged because there was a reduction in force from five to four electricians in order to save costs for the District. The Petitioner contends that the reduction in force does not excuse a bad faith layoff.

Cases deciding the good faith abolition of a position have recognized three factors. One is whether the employer’s articulated reason for the layoff has a legitimate factual basis. Another is whether a less senior non-veteran employee continues to perform the veteran’s former duties for the employer.⁵³ The third factor is whether the process by which the veteran was laid off was fair and free from manipulation.

While it appears that the District has articulated legitimate reasons for a layoff, namely reduced need and financial considerations, it is undisputed that the Petitioner’s seniority ranking is higher than the seniority of the retained employees. Because less senior non-veteran employees continue to perform the Petitioner’s former duties, it appears that Mr. Anschutz’s removal from employment was not a good faith abolition of his position.

It is appropriate to return Mr. Anschutz to his former position, until he is notified of his right to a veteran’s preference hearing upon removal. Such a

⁵⁰ *Caffrey*, *supra*, 310 Minn. at 485, 246 N.W.2d at 640.

⁵¹ *Caffrey*, 246 N.W.2d at 639.

⁵² *State ex. rel Boyd v. Matson*, 193 N.W. 31, 32 (Minn. 1923).

⁵³ *Boyd*, 193 N.W. at 32.

hearing would be convened to determine whether the District's decision that Mr. Anschutz be the one removed, when less senior, non-veterans were retained, was for "cause," such as incompetence or misconduct.

R.C.L.